

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES****B.1. SUPPLIES/SERVICES**

The contractor shall furnish the necessary qualified personnel, facilities, materials, supplies, equipment, and services to accomplish an Indefinite Quantity Contract (IQC), on a Time-and-Materials Basis. The Contractor shall fulfill the work requirements in accordance with the Statement of Work (SOW), Section C, and other terms and conditions of the contract. All support services provided to the Government shall be performed by Contractor Employees or personnel otherwise retained by the Contractor. Under this contract, the Government will issue Task Orders to obtain professional and technical services.

**B.2. MINIMUM/MAXIMUM OBLIGATIONS****B.3. CONTRACT PRICES**

Fixed Price Loaded Hourly Rates

Other Direct Costs

Travel

**B.4. PRICE SCHEDULE DEFINITIONS AND SPECIAL PROVISIONS**

Loaded Hourly Rates

Regular Loaded Hourly Rates

Overtime

Task Order

Task Order Period of Performance

Management Work Plan

Deliverable Products

Travel Costs

**B.4.9. Labor Categories and Descriptions:** The following paragraphs define the duties each labor category is responsible for performing. Subject to NHTSA Contracting Officer approval, the government may accept requests to revise the list or labor category descriptions provided.

- **Program Manager/Project Director:** Responsible for the overall planning, preparation, and completion of Task Orders awarded under this contract. A bachelor degree in engineering or science from an accredited college or university is required. The Program Manager/Project Director shall have a thorough understanding of the interrelationship between engineering and automotive safety.
- **Senior Engineer:** A master's degree in engineering or science from an accredited college or university with three years of experience, or a bachelor's degree with six years of applicable

experience, is required. This position requires that the individual have a thorough understanding of the analytical techniques used in engineering as applied to automotive safety.

- **Engineer:** A bachelor's degree in engineering or science from an accredited college or university with three year of experience is required. This position requires that the individual have some understanding of the analytical techniques used in engineering as applied to automotive safety.
- **Assistant Engineer:** A bachelor's degree in engineering or science from an accredited college or university, or enrollment in a degree program in engineering or science, is required. This position requires that the individual be actively learning the analytical techniques used in engineering as applied to automotive safety.
- **Senior Programmer:** A master's degree in computer science or mathematics from an accredited college or university with five years of experience, or a bachelor's degree with ten years of applicable experience, is required. This position requires that the individual have a thorough understanding of computer programming as applied to automotive safety.
- **Programmer:** A bachelor's degree in computer science or mathematics from an accredited college or university with one year of experience is required. This position requires that the individual have some understanding of computer programming as applied to automotive safety.
- **Assistant Programmer:** A bachelor's degree in computer science or mathematics from an accredited college or university, or enrollment in a degree program in computer science or mathematics, is required. This position requires that the individual be actively learning computer programming as applied to automotive safety.
- **Statistician:** A bachelor's degree in statistics from an accredited college or university with one year of experience is required. This position requires that the individual have some understanding of statistics as applied to automotive safety.
- **Senior Research Assistant:** A master's degree in engineering or science from an accredited college or university with five years of experience, or a bachelor's degree in engineering or science with ten years of applicable experience, is required. This position requires that the individual have a firm understanding of the analytical techniques used in engineering as applied to automotive safety.
- **Research Assistant:** A bachelor's degree in engineering or science from an accredited college or university with one year of experience is required. Individual with more than two years of relevant experiences can be qualified for this position. Relevant experience for particular position applied must be demonstrated. This position requires that the individual have some understanding

of the analytical techniques used in engineering as applied to automotive safety.

- **Program Analyst:** A bachelor's degree in business or science from an accredited college or university with two years of experience is required. This position requires that the individual have some understanding of computer programming as applied to automotive safety. This position must be able to provide direct support to agency personnel in all aspects of consumer information data management, quality inspection and assurance of consumer information data and deliverables without much assistance.
- **Assistance Program Analyst:** A bachelor's degree in business or science from an accredited college or university or more than one-year of relevant experience is required. This position requires that the individual have some understanding of computer programming as applied to automotive safety. This position must be able to provide direct support to agency personnel in all aspects of consumer information data management, quality inspection and assurance of consumer information data and deliverables with some guidance.
- **Administration staff:** Performs a variety of administrative tasks such as filing, coding, posting, and completing forms. This position requires typing skills sufficient to complete forms, prepare reports, studies, letters, and other materials in which terms are clear and forms follow a standard pattern. This position requires that the individual be familiar with and routinely use a personal computer or terminal to carry out assigned activities.

**B.5 PRICE SCHEDULE****B.5. PRICE SCHEDULE – PROFESSIONAL AND TECHNICAL SERVICES  
LOADED HOURLY RATES\*****B.5.a The ceiling price for the Base Period is TBD.****B.5.1 PRICE SCHEDULE I****BASE PERIOD YEAR 1 - 12 MONTHS**

<b>CLIN STRUCTURE</b>	<b>LABOR CATEGORY</b>	<b>REGULAR HOURLY RATE</b>	<b>OVERTIME HOURLY RATE</b>	<b>LOADED LABOR RATE</b>
CLIN 1000	<b><u>PROFESSIONAL/TECHNICAL SERVICES</u></b>			
1001	Program Manager/Project Director			
1002	Senior Engineer			
1003	Engineer			
1004	Assistant Engineer			
1005	Senior Programmer			
1006	Programmer			
1007	Assistant Programmer			
1008	Statistician			
1009	Senior Research Assistant			
1010	Research Assistant			
1011	Program Analyst			
1012	Assistance Program Analyst			
1013	Administrative staff			

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

**Other Labor Categories (If Applicable)**

1011	_____	\$ _____	\$ _____
1012	_____	\$ _____	\$ _____
1013	_____	\$ _____	\$ _____

**Subcontract Labor (If Applicable)**

1014	_____	\$ _____	\$ _____
1015	_____	\$ _____	\$ _____
1016	_____	\$ _____	\$ _____

1017 Offeror's applied Indirect Rate to "Other Direct Costs" (ODCs) if any \_\_\_\_\_%

1018 Offeror's applied Indirect Rate to "Travel", if any \_\_\_\_\_%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the contractor pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

**B.5.a The ceiling price for the Base Period is TBD.**

**B.5.2 PRICE SCHEDULE I**

**BASE PERIOD YEAR 13-24 MONTHS**

<u>CLIN STRUCTURE</u>	<u>LABOR CATEGORY</u>	<u>REGULAR HOURLY RATE</u>	<u>OVERTIME HOURLY RATE</u>	<u>LOADED LABOR RATE</u>
CLIN 2000	<b>PROFESSIONAL/TECHNICAL SERVICES</b>			
2001	Program Manager/Project Director			
2002	Senior Engineer			
2003	Engineer			
2004	Assistant Engineer			
2005	Senior Programmer			
2006	Programmer			
2007	Assistant Programmer			
2008	Statistician			
2009	Senior Research Assistant			
2010	Research Assistant			
2011	Program Analyst			
2012	Assistance Program Analyst			
2013	Administrative staff			

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

**Other Labor Categories (If Applicable)**

2011	_____	\$ _____	\$ _____
2012	_____	\$ _____	\$ _____

2013 \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Subcontract Labor (If Applicable)**

2014 \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 2015 \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 2016 \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

2017 Offeror's applied Indirect Rate to "Other Direct Costs" (ODCs) if any \_\_\_\_\_ %

2018 Offeror's applied Indirect Rate to "Travel", if any \_\_\_\_\_ %

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

**B.5.3. PRICE SCHEDULE II**

**B.5. 3. a** The ceiling price for Option Period is TBD.

**OPTION PERIOD YEAR 1 - 36 MONTHS (from 24 months through 36 months after award)**

<b><u>PROFESSIONAL/TECHNICAL SERVICES</u></b>				
<b><u>CLIN 3000</u></b>		<b><u>REGULAR</u></b>	<b><u>OVERTIME</u></b>	<b><u>LOADED</u></b>
<b><u>STRUCTURE</u></b>	<b><u>LABOR CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>LABOR RATE</u></b>
3001	Program Manager/Project Director			
3002	Senior Engineer			
3003	Engineer			
3004	Assistant Engineer			
3005	Senior Programmer			
3006	Programmer			
3007	Assistant Programmer			
3008	Statistician			
3009	Senior Research Assistant			
3010	Research Assistant			
3011	Program Analyst			
3012	Assistance Program Analyst			
3013	Administrative staff			

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

**Other Labor Categories (If Applicable)**

3011	_____	\$ _____	\$ _____
3012	_____	\$ _____	\$ _____
3013	_____	\$ _____	\$ _____

**Subcontract Labor (If Applicable)**

3014	_____	\$ _____	\$ _____
3015	_____	\$ _____	\$ _____
3016	_____	\$ _____	\$ _____

3017 Offeror's applied Indirect Rate to "Other Direct Costs" (ODCs) if any \_\_\_\_\_%

3018 Offeror's applied Indirect Rate to "Travel", if any \_\_\_\_\_%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

**B.5.4. PRICE SCHEDULE II**

**B.5. 4. a** The ceiling price for Option Period is TBD.

**OPTION PERIOD YEAR 1 - 36 MONTHS (from 36 months through 48 months after award)**

<b><u>PROFESSIONAL/TECHNICAL SERVICES</u></b>		<b>REGULAR</b>	<b>OVERTIME</b>	<b>LOADED</b>
<b><u>CLIN 4000</u></b>	<b><u>LABOR CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>LABOR</u></b>
				<b><u>RATE</u></b>
4001	Program Manager/Project Director			
4002	Senior Engineer			
4003	Engineer			
4004	Assistant Engineer			
4005	Senior Programmer			
4006	Programmer			
4007	Assistant Programmer			

- 4008 Statistician
- 4009 Senior Research Assistant
- 4010 Research Assistant
- 4011 Program Analyst
- 4012 Assistance Program Analyst
- 4013 Administrative staff

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

**Other Labor Categories (If Applicable)**

4011	_____	\$ _____	\$ _____
4012	_____	\$ _____	\$ _____
4013	_____	\$ _____	\$ _____

**Subcontract Labor (If Applicable)**

4014	_____	\$ _____	\$ _____
4015	_____	\$ _____	\$ _____
4016	_____	\$ _____	\$ _____

4017 Offeror's applied Indirect Rate to "Other Direct Costs" (ODCs) if any \_\_\_\_\_%

4018 Offeror's applied Indirect Rate to "Travel", if any \_\_\_\_\_%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

**B.5.5. PRICE SCHEDULE II**

**B.5. 5. a** The ceiling price for Option Period is TBD.

**OPTION PERIOD YEAR 1 - 36 MONTHS (from 48 months through 60 months after award)**



**PROFESSIONAL/TECHNICAL  
SERVICES**

<b><u>CLIN 5000 STRUCTURE</u></b>	<b><u>LABOR CATEGORY</u></b>	<b><u>REGULAR HOURLY RATE</u></b>	<b><u>OVERTIME HOURLY RATE</u></b>	<b><u>LOADED LABOR RATE</u></b>
5001	Program Manager/Project Director			
5002	Senior Engineer			
5003	Engineer			
5004	Assistant Engineer			
5005	Senior Programmer			
5006	Programmer			
5007	Assistant Programmer			
5008	Statistician			
5009	Senior Research Assistant			
5010	Research Assistant			
5011	Program Analyst			
5012	Assistance Program Analyst			
5013	Administrative staff			

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

**Other Labor Categories (If Applicable)**

5011	_____	\$ _____	\$ _____
5012	_____	\$ _____	\$ _____
5013	_____	\$ _____	\$ _____

**Subcontract Labor (If Applicable)**

5014	_____	\$ _____	\$ _____
5015	_____	\$ _____	\$ _____
5016	_____	\$ _____	\$ _____

5017 Offeror's applied Indirect Rate to "Other Direct Costs" (ODCs) if any \_\_\_\_\_%

5018 Offeror's applied Indirect Rate to "Travel", if any \_\_\_\_\_%

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

NOTE: No overtime shall be used in the performance of the work without prior written approval of the Contracting Officer. If the offeror pays overtime for any of the labor categories as indicated above, then submit evidence (time sheet) with offer and refer to Section B of the solicitation regarding overtime payment.

## **SECTION C - DESCRIPTION/ SPECIFICATIONS/WORK STATEMENT**

The objective of this contract is to provide engineering support services under four (4) automotive engineering services. The contractor shall provide program management, technical services, automotive engineering and analysis services, child restraints evaluation services, and general administrative support for four (4) program tasks.

### **C.1. BACKGROUND**

NHTSA is statutorily vested with the responsibility of improving motor vehicle safety. One aspect of this responsibility, under the Motor Vehicle Safety Act and Motor Vehicle Information and Cost Savings Act, is to provide vehicle safety performance information to consumers. The agency collects this information either from its own testing or from vehicle manufacturers directly through agency information requests.

The New Car Assessment Program (NCAP), a vehicle testing program, is one of NHTSA's most popular and successful vehicle safety consumer information programs. NCAP testing meets the requirements of the Cost Savings Act (Part C of Subtitle VI of Title 49 USC 32302) to provide consumers with crashworthiness data on motor vehicles. The agency provides NCAP information through a number of means including the distribution of brochures, video news releases, public service announcements (including theater placement), and exhibits.

NHTSA continues to expand its efforts to provide helpful vehicle safety information to consumers. On-going efforts in this area include the possibility of providing consumers with passenger vehicle rollover ratings and a comparison of passenger vehicle braking distances. In addition, technical advances in vehicle safety need to be correctly evaluated in future NCAP ratings. Advances in frontal air bags, side air bags, vehicle structural stiffness, and child restraints, to name a few recent improvements in vehicle safety, require further investigation and understanding so that the NCAP process continues to provide valuable information to the general public.

### **C.2. PURPOSE**

The purpose of this effort shall be to provide a full range of automotive engineering services to the Office of Crashworthiness Standards. These services shall include research, planning, development, and evaluation for complex automotive engineering issues and the extrapolation of new automotive safety technology to predict its impact on NCAP and automotive safety in general. If necessary, these services may require that the contractor work on-site at NHTSA Headquarters in Washington, D.C.

### **C.3. GENERAL REQUIREMENTS**

This contract will be used to support the Office of Crashworthiness Standards on an as needed basis through the generation of task orders for specific automotive engineering studies. For each specific effort, a task order will be prepared specifying the requirements of the needed work. These requirements may include any or all of the activities outlined above. NHTSA will establish the specific objectives to be accomplished in each task, and any specific requirements.

The contractor will perform the work within a specified time frame after receipt of the Task Order Request.

The contractor shall have the capability to perform tasks and functions in the following general areas.

### **C.3.1. RESEARCH**

Automotive safety research shall be provided as required. Research may consist of literature reviews, data and information collection from common automotive safety sources, analysis by standard engineering methodologies, and summation of findings in a technical report. Generally, the research will be stated in specific terms. However, the research may be stated in terms of general goals if several different approaches might be pursued. In collecting information at common automotive safety sources, the contractor may be asked to travel to manufacturing facilities or to testing laboratories to collect information about safety devices in vehicles.

### **C.3.2. PLANNING**

The safety information program for consumers is constantly changing, both domestically and worldwide. The NHTSA must take steps—often a year or two ahead of time—to seamlessly incorporate these changes into the NCAP program. Automotive safety planning shall be provided as required. Planning may consist of literature reviews focusing on the specific changes, delineation of consumer safety organizations that have already incorporated the changes, specification of problems facing the NHTSA, and formation of a plan to incorporate the specific changes into the NCAP program.

### **C.3.3. DEVELOPMENT**

Development of new injury assessment approaches and overall safety rating methodologies shall be provided as required. Development may consist of literature reviews focusing on injury assessment or overall rating methodologies, delineation of consumer safety organizations that have similar injury assessment or rating methodologies, specification of engineering problems facing the NHTSA, and formation of documents that detail the injury assessment approach or the overall rating methodology. In developing the approach or the methodology, the contractor may be asked to travel to dummy manufacturing facilities, to testing laboratories, or to other safety organizations to collect engineering information.

### **C.3.4. EVALUATION**

Various types of engineering evaluations may be required. Other safety organizations or the automotive manufacturers may propose changes in standard NCAP testing or safety rating procedures. Evaluation shall be provided, as required, to evaluate the engineering soundness of the proposed changes. Evaluation shall be provided, as required, to assess the impact the proposed changes will have on the NHTSA.

## **C.4. SPECIFIC REQUIREMENTS FOR FOUR TASKS**

### **C.4.1. Task 1 – Background**

NHTSA, through its NCAP program, provides national leadership in planning, developing and initiating new and innovative consumer information programs that are based upon laboratory or full-scale crash tests. These programs generate market forces, which encourage the production of improved passenger motor vehicles and/or occupant protection systems.

NCAP also conducts a variety of research projects, demonstration programs, technical analyses, and engineering studies to assess the crashworthiness of new vehicles to fulfill the provision of Title II of the Motor Vehicle Information Cost Savings Act. The engineering test procedures, crash data, and test results also are used to develop and disseminate information mandated by the Consumer Information Regulations of the National Traffic and Motor Vehicle Safety Act. The primary objective of this effort is to develop and coordinate the dissemination of consumer information on any aspect of motor vehicle and occupant protection systems that may induce market forces to enhance occupant protection through the production of improved motor vehicles and associated equipment.

NCAP formulates, develops, and executes studies to achieve agency requirements in the areas of human impact tolerance, human crash kinematics, and anthropomorphic dummy development. The studies include interpreting the results of vehicle crashes to assess the risk of human injury. The studies are used for (1) defining, developing, and implementing improvement in existing programs of consumer information and (2) realistically assessing the results of new vehicle crashes for consumer information.

NCAP often conducts special studies for analyzing vehicle testing results. The agency has the signals and technical information from crash tests in the Vehicle and the Biomechanics Data Base. These vehicle crashes have Hybrid III test dummies positioned in the vehicle or sled buck. These dummies are instrumented with devices such as accelerometers and force gages. In addition to the digitized signals, high-speed films and test reports are stored in the database associated with the vehicle and sled tests.

Based on NCAP information, NHTSA often establishes consumer information notices and rulemaking, which are dependent on understanding real world conditions. The agency uses information from the Crash Injury Research and Engineering Network (CIREN), National Automotive Sampling System (NASS), Fatality Analysis Reporting System (FARS), and National Center for Statistics and Analysis (NCSA) in this regard.

#### C.4.2 Task 1 – Requirements

##### C.4.2.1 Subtask 1

The contractors shall assist NCAP engineers in support of the model year (MY) 2007 frontal and side NCAP testing programs. The list of MY 2007 vehicles to be tested is not yet available. However, Table 1 shows the list of vehicles selected for MY 2006, New Car Assessment Program (NCAP). NCAP plans to select similar number of vehicles and types of models for MY 2007 NCAP testing.

The contractor shall conduct quick-look quality inspections on vehicle test results. The labs, conducting vehicle testing for NCAP, will provide quick look results via email a day after each vehicle testing. Subsequently, labs will provide data tapes and preliminary reports in CDs within a week. The contractor shall check the information for data accuracy, photo qualities, any safety

anomalies, and validation of safety rating. Any problem shall be informed to NCAP staff immediately with a concise problem description and including any necessary data. Examples for frontal and side quick quality control (QC) inspection will be provided by the COTR. All deliverables must be submitted to COTR within two days after receipt of the labs' deliverables,

The contractor shall conduct QC inspections on preliminary laboratory test reports submitted from frontal and lateral impact crash tests. TOAD software shall be used to ensure all necessary information (i.e. Make, Model, Year, Test Weight, & NHTSA Number) is the same in both the preliminary laboratory test report (maybe paper or CD format) and the database. PlotBrowser software shall be used to ensure that the 'Dummy Injury Criteria Values Data Sheet' numbers match the numbers generated from the signals, as well as those in the preliminary laboratory test report & the data tape. Upon completion of the QC inspection, the contractor shall inform the COTR, in writing, of any suspected flaws in the preliminary laboratory test report. Completed QC on preliminary laboratory test reports are due to the COTR at the DOT office one day after receipt of vehicle testing done by NHTSA testing contractors.

As part of the QC process, the contractor shall examine the high-speed films on a digital film analyzer. This work requires that the contractor develop a spreadsheet to monitor and check the quality of data in the Vehicle or Biomechanics Data Base. QC inspections shall include an evaluation of film quality, film counter, completeness of film coverage, and quality of duplications. Certain parameters such as film quality and accuracy of view will be recorded as established by viewing the high-speed film.

As part of the post QC process, one of the essential functions at NCAP is to timely distribute technical information to public. The contractor shall assist the NCAP staff in reviewing, receiving, and distributing NCAP data from crash test to consumers. This job includes dissemination of test reports, films and various other forms of data from the test laboratories to different parts of the agency, other NCAP's, consumer groups and manufactures. Timely coordination of distributing technical information to designated interested parties is important. Working closely with NCAP personnel is necessary.

#### C.4.2.2 Subtask 2

The contractor shall assist in providing error-free consumer safety rating information for placement on the agency's World Wide Web site. This effort includes coordinating with the Office Crash Avoidance (OCA), Office of Vehicle Safety Compliance (OVSC), the Office of Communication and Consumer Information (OCCI), and the Office of the CIO (CIO), along with the test laboratories. The contractor shall make sure that all data appearing in the NCAP database is accurate with no error. The contractor shall have the ability to use various databases and spreadsheet software, like Microsoft Access and Excel. Producing error-free data and the ability to coordinate with many different offices and personnel is essential to this effort.

#### C.4.2.3 Subtask 3

The contractor shall assist in providing error-free safety information for the 'Buying a Safer Car' and the 'Buying a Safer Car for Child Passenger' brochures. This task includes collecting and coordinating large volumes of data from the vehicle manufactures and NCAP testing to assist in the production of these safety brochures. The contractor shall assist NCAP staff in producing these annual brochures for the agency.

#### C.4.2.4 Subtask 4

NCAP receives numerous phone calls from public. With guidance from NCAP staff, the contractor shall provide consumer and technical information to the general public in response to these phone calls. The contractor shall provide routine consumer questions as well as basic technical information regarding crash testing. The contractor shall alert NCAP engineers if there are any difficult specific technical questions. In addition, contractors shall answer e-mails from the Crash Test mailbox (located on the NHTSA web site). Consumers who have visited the NCAP website send questions via email to the mailbox. On average, NCAP has received 80 or more emails per week, inquiring about star ratings, testing status, and specific crashworthiness and crash avoidance information. These questions shall be answered correctly and expeditiously.

#### C.4.2.5 Subtask 5

The contractor shall provide engineering analysis of child restraint systems tested in NCAP. Since 2001, per TREAD Act, NCAP has worked to understand child occupant protection in vehicle crashes. The task will focus on Hybrid III ten-year-old dummy. The contractor shall develop a testing procedure, testing matrix plan, analysis approach, and a set of testing goals. Also, if requested in the task order, the contractor shall assist the agency with any rulemaking efforts related to child dummies and/or child safety seats. The contractor shall provide a thorough analysis including documenting and summarizing any relevant technical reports. The contractor shall develop a NCAP CRS lab procedure that includes a ten-year-old sitting position with and without booster seat. (NHTSA-1999-4962-308 U.S. DOT/NHTSA - Report: Child Seat New Car Assessment Program Testing Procedure) The procedure shall consider the same important factors presented in the 3-year-old procedure. These include but are not limited to calibration procedure, dummy drawing, and instrumentation types.

#### C.4.2.6 Subtask 6

The contractor shall provide engineering analyses in automotive crashworthiness testing. During NCAP frontal and side testing, safety concerns or anomalies often occur during the test and the testing data requires an in-depth investigation. If such event occurs, the contractors shall examine safety concerns and/or discrepancies such as fuel leaks, unlatched doors, and high injury readings. For each investigation, the contractor shall provide data analysis and support to the agency. Specifically, the contractor shall provide, at the minimum, the following: (1) all relevant data gathered including pictures from the laboratory, (2) a quick summary of the identified problem, (3) travel to the test site where necessary, (4) a power point presentation of the investigation, (5) and an additional written report detailing the investigation. If requested, the contractor also shall do on-site physical inspection of subject vehicles and/or additional testing.

#### C.4.2.7 Subtask 7

The contractor shall provide engineering service in support of side air bag out of position testing Task Working Group (TWG). NCAP is currently evaluating TWG on previously crashed NCAP vehicles. The result is published in the Buying a Safer Car (BSC) brochure. The contractor shall prepare for testing plan, testing schedule, data analysis, and quality control of TWG testing for the MY 2007 testing program. As part of the preparation, the contractor shall develop a new test matrix that covers more diverse vehicle types and dummy sizes. If required, the contractor also

shall update the testing procedure and detail to the agency any proposed changes. As a final product, the contractor shall prepare the finding as a technical paper or other publication. If requested, the contractor also shall do physical inspection of subject vehicles and/or additional testing.

#### C.4.2.8 Subtask 8

The contractor shall provide engineering service for upgrading side NCAP testing. The agency is currently working on a rulemaking that revises a federal motor vehicle safety standard FMVSS 214 like NCAP side testing. The contractor shall formulate ways to upgrade the side NCAP rating system to reflect the agency's revised FMVSS. Upon the publication of the revised FMVSS, the contractor shall review the rule and update the NCAP procedure, if necessary. Prior to developing any draft revision, the contractor shall study the trend of side impact NCAP, IIHS side program, rationale for the rating system, and possible methodologies for upgrading the side NCAP program. The contractor also shall study IIHS seating procedure, which is based on University of Michigan Transportation Research Institute (UMTRI) occupant seating study.

#### C.4.2.9 Subtask 9

The contractor shall provide engineering service for upgrading frontal NCAP. In MY 2007, the current NCAP procedure will become FMVSS No. 208 testing. In December 2005, the agency published the plan for upgrading frontal NCAP. In the notice, the agency announced that the agency has found insufficient scientific basis to propose any revisions to the frontal NCAP. The agency plans to do further research and analysis on this issue. The agency has initiated a comprehensive review of entire NCAP. The contractor shall assist the agency in researching and developing a new testing type or method that would satisfy the requirements and purpose of frontal NCAP testing. If requested, the contractor shall perform independent studies relevant to frontal NCAP testing that includes performing real world analyses (including vehicle testing) and/or a comprehensive review of various testing procedures or consumer rating systems. The contractor shall document any such analyses and work in a technical report.

#### C.4.2.10 Subtask 10

The contractors shall provide administrative support services to the Office of Associate Administrator for Rulemaking and Crashworthiness and Crashavoidance divisions within the National Highway Traffic Safety Administration (NHTSA). The contractors must ensure that the practices and procedures used by administrative staffs in subordinate offices are consistent with those of the Associate Administrator's office. Typical tasks are to 1) screen all calls and visitors, answering most questions and completing most business involving established policy or routine matters without referring people to the Associate Administrator, 2) analyze incoming directives, policy changes, regulatory and procedural changes, etc., for potential effect on the Associate Administrator's objectives, 3) alert the Associate Administrator of potential impact and arranges for any necessary follow-up technical review by the appropriate segment of the organization, 4) Identify trends that may have a significant effect on operations, administrative practices, and communication, 5) handle to completion a wide variety of administrative projects, performing necessary coordination, making contacts, obtaining comments from management officials concerned, and preparing correspondence, 6) edit and critiques internal management documents, pointing out aspects such as lack of clarity and questions on substantive content, 7) manage the preparation, submission, and monitoring of an annual plan for employee development, 8) receive

and read all incoming mail and correspondence for the Associate Administrator and refers only that which requires personal attention, together with all information and background material, 9) conduct a thorough substantive review of all correspondence and action documents prepared for the signature of the Associate Administrator by subordinate offices to ascertain that they conform to established NHTSA policy and to the expressed views of the Associate Administrator, as well as for adequacy and clarity of information, 10) maintain a running interim balance of travel money available and a final balance upon voucher payment; reviews travel orders and vouchers for accuracy and compliance with directives, and 11) monitor travel within budget restrictions; handles international travel requests reviewing for proper preparation and coordination; distributes allotments among Safety Performance Standards program offices based on their proposed travel plans, modifying through the year as necessary by working with the Budget Office in order to maintain a balanced budget.

#### C.4.2.10 Subtask 11

The agency requires in-depth research for any rulemaking it undertakes. Under this task, the contractor is responsible for assisting the agency in the execution of data analyses, trend analyses, statistical analyses and real world studies in support of new rulemaking initiatives. In addition, the contractor shall assist the agency in summarizing any public comments it receives in response to its rulemakings or the public meetings it holds. Specifically, under this task, the contractor shall provide engineering services that support standards such as FMVSS 208 (Occupant Crash Protection), FMVSS 214 (Side Impact Protection), and FMVSS 213 (Child Restraint Systems). At the beginning of the task, in consultation with the COTR, the contractor shall submit a research plan. This plan shall reflect the need to adhere to all agency objectives and internal deadlines.

Table 1. 2007 Frontal, Side and Rollover NCAP Vehicle Selected for NCAP Tests.

Make	Model	Body Style	Frontal	Side	Rollover
BMW	3 Series	4dr	Yes	YES	Yes
Buick	Lucerne	4dr	Yes	Yes	Yes
Cadillac	CTS	4dr	Yes	Co	Co
Cadillac	DTS	4dr	Yes	Yes	Yes
Chevrolet	Aveo	4dr	Co	Yes	Yes
Chevrolet	Cobalt	2dr	Co	Yes	Yes
Chevrolet	Colorado	PU	Yes	Co	Co
Chevrolet	Colorado	4dr PU	Yes	Co	Co
Chevrolet	Express Passenger 1500	Van	Yes	N/A	Yes
Chevrolet	HHR	SUV	Yes	YES	Yes
Chevrolet	Impala	4dr	Yes	Yes	Yes
Chevrolet	Monte Carlo	2dr	Yes	Yes	Yes
Chevrolet	Trailblazer EXT	SUV	Yes	N/A	Yes
Chevrolet	Uplander	Van	Co	Co	Yes
Dodge	Caliber (2007)	4dr	Yes	YES	Yes
Dodge	Caravan-SWB	Van	Co	Co	Yes
Dodge	Dakota Quad Cab	4dr PU	Co	Yes	Co
Ford	Expedition	SUV	Co	N/A	Yes
Ford	Explorer	SUV	Yes	Yes	Yes



Ford	Freestar	Van	Co	Opt.	Co
Ford	Fusion	4dr	Yes	YES	Yes
Honda	Civic Coupe	2dr	Yes	YES	Yes
Honda	Civic Sedan	4dr	Yes	Yes	Yes
Honda	Element	SUV	Co	Co	
Honda	Odyssey	Van	Co	Opt.	Co
Honda	Pilot	SUV	Co	Co	Yes
Honda	Ridgeline	PU	Opt.	Opt.	Opt.
Hummer	H3	SUV	Yes	Yes	Yes
Hyundai	Accent	4dr	Yes	Yes	Yes
Hyundai	Azera (TG)	4dr	Yes	YES	Yes
Hyundai	Sonata	4dr	Yes	Yes	Yes
Hyundai	Tucson (JM)	SUV	Yes	Yes	Yes
Jeep	Commander	SUV	Yes	N/A	Yes
Kia	Rio	4dr	Yes	Yes	Yes
Kia	Sedona	Van	Yes	YES	Yes
Kia	Sorento	SUV	Co	Co	Yes
Lexus	ES330	4dr	Yes	Co	Co
Mercedes-Benz	ML-Class	SUV	Yes	Yes	Yes
Mitsubishi	Lancer	4dr	Yes	Co	Co
Nissan	Armada	SUV	Yes	N/A	Yes
Nissan	Frontier	4dr PU	Co	Co	Yes
Nissan	Frontier	PU Excab	Yes	Yes	Yes
Nissan	Murano	SUV	Yes	Co	Co
Nissan	Titan	4dr PU	Co	N/A	Yes
Nissan	Titan	PU Excab	Yes	N/A	Yes
Nissan	Xterra	SUV	Co	Co	Yes
Pontiac	G6	2dr	Co	Yes	Yes
Pontiac	Grand Prix	4dr	Opt.	Co	Co
Saab	9-2X	SW	Co	Co	Yes
Scion	xB	SW	Yes	Yes	Yes
Subaru	B9 TRIBECA	SUV	Yes	YES	Yes
Suzuki	Grand Vitara	SUV	Yes	YES	Yes
Toyota	4Runner	SUV	Yes	Co	Co
Toyota	Prius	4dr	Yes	Co	Co
Toyota	RAV4	SUV	Yes	Yes	Yes
Toyota	Tacoma	4dr PU	Yes	Yes	Yes
Toyota	Tacoma	PU	Co	Co	Yes
Toyota	Tundra	4dr PU	Co	Co	Yes
Toyota	Tundra	PU	Co	Co	Yes
Volkswagen	Passat	4dr	Yes	Yes	Yes

### C.5.1. Task 2 – Background

On August 30, 2005, the National Highway Traffic Safety Administration (NHTSA) published a notice of proposed rulemaking (NPRM) in the Federal Register that proposed to reform the structure of the Corporate Average Fuel Economy (CAFE) program and proposes to establish higher CAFE standards for model year (MY) 2008–2011 light trucks. (70 FR 51414). In

conjunction with this notice, NHTSA also published a request for comments notice, which seeks information on manufacturers' future product plans that will assist NHTSA in its analysis of the maximum feasible light truck CAFE standards for MYs 2008-2011 (70 FR 51466).

Based on the comments, information and analysis received, NHTSA will conduct a technical analysis of the maximum feasible light truck fuel economy and will publish a final rule for light truck CAFE standards for MYs 2008-2011 during FY 2006. Accompanying this proposed rule will be an Economic Assessment and an Environment Assessment.

Due to the importance of the CAFE program to the agency and to the Bush Administration, there is a need for assistance with the many work products that will be needed. These work products will be provided to others within the agency and the administration, often times under tight deadlines. To assist the Fuel Economy Division with meeting these deadlines and with work product preparation, there is a need for additional support.

## C.5.2 Task 2 – Requirements

### C.5.2.1 Subtask 1

The contractor will assist the Fuel Economy Division with in preparing Rulemaking and other packages, according to established standard operating procedures, for circulation and signature approval for all levels of NHTSA management. The contractor will assist the Fuel Economy Division with the development and dissemination of presentations, memos, notices, handouts, etc., as needed to support the needs of the Division and the secretarial staff.

### C.5.2.2 Subtask 2

The contractor provides assistance to the Fuel Economy Division personnel in all aspects of data/information management and quality assurance. The staff assists in the quality inspection and distribution of Fuel Economy Division products, assists in maintaining all CAFE databases, assists in coordinating with the Division to distribute CAFE program work products to agency and administration personnel in both print and electronic formats. The staff assists in responding to electronic correspondence addressed to the CAFE program.

### C.5.2.3 Subtask 3

The contractor assists the Fuel Economy Division with data analysis using Microsoft Excel. The staff should have some familiarity with Microsoft Access. Assignments will involve assistance in developing evaluations and recommendations to support the Fuel Economy Division's analyses for presentations, notices, and other documents. Assists in preparing the visual presentation of the data, including but not limited to charts, graphs and reports. All tracking must be done both Microsoft and proprietary (MS Access based) software systems to generate data, analysis, and information. Training will be given on the proprietary While general guidance is provided, guidelines are not always wholly applicable to the problem requiring solution, therefore judgment is required in their selection, application and extrapolation in preparing support documentation, analysis, papers, findings, recommendations, etc.

#### C.5.2.4 Subtask 4

The contractor shall provide assistance in tracking, updating, maintaining, revising and reporting projects via the project management system, including updating data as packages flow through the office. The contractor also shall provide assistance in generating standard and custom reports and analyzing the performance of projects and programs against established milestones. The staff assists in reviewing public comments, assists in tracking all incoming and outgoing correspondence for the office and assists in filing and maintaining correspondence records.

#### C.5.2.5 Subtask 5

The contractor assists in tracking, updating, maintaining, revising and reporting via the project management system, including updating data as packages flow through the office, assists in generating standard and custom reports, assists in analyzing performance of projects and programs against established milestones. Program manager will provide guidance regarding milestones.

#### C.6.1. Task 3 – Background

In January, 2001, NHTSA created its first Crash Avoidance New Car Assessment Program (NCAP). This program provides vehicle-comparison information to new car buyers. In 2003, the agency initiated its second Crash Avoidance NCAP program, called Dynamic Rollover. In 2005, the agency moved its dynamic rollover program to a new facility, in a warm weather location, allowing year-around testing. Concurrently, Congress, in the Safety, Accountable, Flexible, and Efficient Transportation Equity Act of 2005: Legacy for Users (SAFETY-LU), required the agency to implement a regulation and a program requiring NCAP data to be put on the labels of new vehicles before they are sold.

In conjunction with these activities, the agency requires assistance to develop and document Crash Avoidance NCAP program improvements.

#### C.6.2 Task 3 – Requirements

##### 1. Assist in preparing the annual Manufacturer Information Requests

Before the beginning of each automotive model year, the agency writes the major vehicle manufacturers several information requests. These requests ask for vehicle configuration information, to help the agency with two aspects of the NCAP program: vehicle selection and consumer safety equipment information. The contractor shall assist the agency in the preparation of these information requests.

##### 2. Assist in preparing the New Year Vehicle Selection Report

Before the beginning of each automotive model year, the agency determines what vehicles will be tested during that year. Testing decisions are based on information provided by vehicle manufacturers in the spring of each automotive model year. The contractor shall assist the agency in producing a report that outlines test vehicle selections for each testing program.

##### 3. Assist in preparing press releases

The agency releases its testing plans and test results to the public through press releases. The contractor will assist the agency in drafting these press releases.

4. Assist in editing the agency publication “Buying a Safer Car”

The contractor will assist with editing and producing the agency’s annual publication titled “Buying a Safer Car.” This publication, directed at consumers interested in purchasing a new car, discusses vehicle safety options, and presents the NCAP data for new vehicles.

5. Prepare responses to NCAP-related correspondence and E-mails

The contractor shall assist the agency in drafting responses to letters and e-mails it receives from the public.

6. Assist with technical writing for the website

The contractor shall assist the agency in updating its NCAP website. This work shall include drafting technical information that is added to the website that provides updates on NCAP testing and programs.

7. Produce in-house special reports and briefings

The contractor shall assist the agency in drafting reports and briefings to support the NCAP program. These documents shall include, but are not limited to, procedural documents, special event reports, program development recommendations, program progress reports, and program results reports.

C.7.1. Task 4 – Background

In 2001, Congress required NHTSA, under the TREAD Act, to establish a child restraint safety rating consumer information program to provide practicable, readily understandable, and timely information to consumers for use in making informed decisions in the purchase of child restraint systems (CRS). In response, the agency produces the ease of use (EOU) rating system. This task requires the Contractor assist the agency in reviewing and rating CRS.

C.7.2 Task 4 – Requirements

C.7.2.1. Subtask 1

The contractor shall obtain all child restraint systems (CRS) necessary for testing and provide for their storage. The location of testing must be less than about 50 miles from the DOT headquarter. The agency will provide a list of all CRS that must be obtained before the initiation of testing. The agency expects to provide rating information for 100-120 CRS. Subject to providing a cost estimate to the agency for CRS purchases and that receives approval by the CO prior to making any purchases, the Contractor will be reimbursed for the actual cost of the CRS purchases. The contractor shall provide a temperature controlled storage facility that can hold at least 100-120 child restraints and maintain a temperature of 70 degrees (+/- 5 degrees). The storage facility also shall be large enough to accommodate individuals needing access to rate the child seats.

#### C.7.2.2 Subtask 2

The contractor shall provide four evaluators (two groups of two) for approximately eight weeks to conduct child restraint ease of use ratings. The contractor may be required to increase the number of evaluators if additional testing is required. Attached to this contract is the rating form used in this evaluation process. Each evaluator shall have full understanding of this form and the required procedure before beginning the rating process. The agency will provide contractor staff with instruction on how to conduct the rating process. Each CSR will be evaluated by each group of evaluators. The contractor shall compile the results of the ratings on scoring forms (provided by NHTSA). The contractor shall provide the NHTSA COTR with two copies of the ratings and scoring forms prepared by each group of evaluators. For each CRS, the contractor shall measure physical size and weight. Physical size shall be measured in inches with an accuracy of 0.1 inch. Weight shall be measured in pounds with an accuracy of 0.1 lbs. Measurement devices shall be calibrated after 10 measurements. In addition, the contractor shall provide photos (front, side, and bottom) of child seats. The NHTSA COTR will send copies of the ratings to each of the manufacturers for review. Manufacturers may provide comments in response to the rating information. The contractor shall assist the agency in responding to any manufacturer comments. The contractor shall enter rating results data into the NHTSA website database. The contractor also shall provide a photo of each child restraint, such as currently provided on the NHTSA website <http://www.nhtsa.dot.gov/CPS/CSSRating/Index.cfm>

#### C.7.2.3 Subtask 3

The contractor shall examine the current EOU rating categories and provide recommendations on how the current categories could more accurately reflect child seats currently on the market. Recommendations shall focus on various designs of soft and hard lower anchors (as part of the Lower Anchors and Tethers for Children system) in all child seat types.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 GENERAL INSTRUCTIONS**

Preservation, packaging, and packing of all shipments or mailing of all work delivered under this contract shall be done in accordance with good commercial practices and to insure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s).

Any deliverables required by this contract shall be submitted to the applicable personnel identified in Section F of this contract. Due to increase security concerns, deliverables transmitted via regular U.S. Mail experience significant delay in reaching its intended destination and, as part of the screening process, may be damaged. For these reasons, the US Postal Service should not be used to transmit deliverables. Rather, the contractor is encouraged to use electronic mail to the maximum extent possible.

**D.2 PRINT-READY DELIVERABLES:** For those items that must be ready for printing, the following NHTSA guidelines shall be used:

#### **D.2.1 TEXT**

Text files shall be provided in Microsoft Word format on a CD using the fewest number of formatting tools as possible (i.e. avoid columns, multiple fonts, etc.) Avoid using any design/layout elements. If the publication has charts and graphs, the contractor shall insert the chart or graph (produced preferably in Microsoft Excel) at the appropriate locations in the publication.

#### **D.2.2 CHARTS AND GRAPHS**

Charts and graphs should be provided in 2 forms. First, they should be inserted within the text as described above so that the Communication Services Division can see what type of chart or graph is desired (i.e. pie chart, bar chart, etc.) Second, the contractor should include the data files on a CD (preferable in Microsoft Excel) that were used to create the charts and graphs used in the publication.

#### **D.2.3 ILLUSTRATIONS**

Illustrations can take two forms:

Graphics – The Communication Services Division will develop any needed graphics in collaboration with the Task Order Manager (TOM) and if desired, the TOM's contractor. The Contractors shall provide only the text files in Word to the TOM. In the event that it is necessary for the contractor to develop the graphics, only GPO-approved software such as Adobe Illustrator shall be used.

Photographs – When photos are used in Agency publications, the NHTSA Communication Services Division typically uses existing photos or photos purchased through various sources. In the event the contractor supplies photos for use in a publication, the photos must be high resolution images preferably at 300 dpi (4” by 5” in size) or higher. They shall be supplied on a CD in either a TIF (usually from a photo that was taken, developed, printed and then scanned) or a JPG (usually taken using a digital camera and then downloaded onto a computer or disk) file. NOTE: If the contractor supplies a photograph, a release form must accompany the photo indicating that the human subjects in the photo authorize NHTSA to use the photo in its publications and on its Internet site. Please note that the agency must review and approve the use of any release forms under this contract.

(The remainder of this page intentionally left blank)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

The contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the address below:

[WWW.ARNET.GOV/FAR](http://WWW.ARNET.GOV/FAR)

NOTE: Those clauses marked with an “X” are hereby incorporated by reference.

X 52.246-15 Certificate of Conformance (APR 1984)

X 52.246-6 Inspection – Time and Material and Labor Hour (MAY 2001)

### **E.2 INSPECTION AND/OR ACCEPTANCE**

The COTR shall be responsible to the Contracting Officer for recommending correction, acceptance or rejection of supplies or services that fail to meet the contract requirements.

Rejection of a deliverable will delay payment due and may be grounds for termination or default.



## **SECTION F – DELIVERABLES OR PERFORMANCE**

### **F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

The contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far](http://www.arnet.gov/far)

**NOTE:** Those clauses marked with an X are hereby incorporated by reference.

<u>X</u>	52.242-15	Stop Work Order (AUG 1989)
<u>X</u>	52.247-35	F.O.B. Destination (NOV 1991)

### **F.2 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be for a base period of two (2) years. In addition, this contract includes a provision whereby the Government has the right to exercise one (1), three-year option period, making the total possible period of performance five (5) years. [See Section H.2 “Option to Extend the Term of the Contract.”]

### **F.3 INITIAL KICK-OFF MEETING**

Within thirty (30) calendar days from the date of award of the contract, key members of the Contractor’s staff, who will be assigned major responsibilities for carrying out the tasks of the Contract, shall meet personally with the NHTSA Contracting Officer, NHTSA COTR and other NHTSA staff. The purposes of the initial “Kick-Off Meeting” shall be to:

- (1) Review any contractual matters, including terms and conditions of the contract;
- (2) Review and discuss Section C (Statement of Work) of the contract to ensure a common understanding of the specific requirements; and
- (3) Discuss questions from the Contractor concerning any part of the contract. The Contractor’s questions will be resolved to the satisfaction of both the Contractor and the NHTSA Contracting Officer and NHTSA COTR.

### **F.4 DELIVERABLES**

The following Milestone and Deliverables apply to this contract. During the course of the test program, the contractor shall provide all deliverables electronically.

Item

No.

Date Due

No. Copies

Milestone

- |                     |                                      |  |     |
|---------------------|--------------------------------------|--|-----|
| 1.                  | Initial Kick-Off Meeting             | Within thirty (30)<br>Calendar days from<br>contract award | N/A |
| <br>                |                                      |  |     |
| <u>Deliverables</u> |                                      |  |     |
| 2.                  | Monthly Task Orders                  | 15 <sup>th</sup> day of each month                         | 1   |
| <br>                |                                      |  |     |
| 3.                  | Special Task Order Reports           | To be Identified<br>On each Task order                     | 1   |
| <br>                |                                      |  |     |
| 4.                  | Task Order Final Report/ End Product | To be Indentified<br>On each task order                    | 1   |

#### **F.5 PLACE OF DELIVERY/NUMBER OF COPIES**

All deliverable items shall be furnished to the following address in the number of copies specified.

ITEM NOS.	TOTAL NO. OF COPIES	ADDRESS
1-6	1	DOT/National Highway Traffic Safety Administration Office of Vehicle Safety Compliance, NVS-220 1200 New Jersey Avenue, S.E. Washington, D.C. 20590 E-Mail Address to be provided at Contract Award* Attention: <u>TBD at Contract award</u>
1-6	E-Mail	DOT/National Highway Traffic Safety Administration Office of Acquisition Management, NPO-320 1200 New Jersey Avenue, S.E. Washington, D.C. 20590 E-Mail Address to be provided at Contract Award* Attention: <u>TBD at Contract Award</u>

#### **F.6 MONTHLY PROGRESS REPORTS**

No later than the 15th day of the month following the month being reported, the Contractor shall provide a monthly status report. The report shall be submitted electronically to the COTR and to the Contract Specialist in PDF format via e-mail.

**F.7 COMPLIANCE WITH REHABILITATION ACT**

The Contractor may be required to ensure that electronic documents it prepares will meet the requirements of Section 508 of the Rehabilitation Act. The Rehabilitation Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. When an electronic document developed under this effort have been identified by NHTSA as necessary and required to meet the requirements of Section 508, it is understood that all reasonable costs incurred by the Contractor that are associated with meeting the requirements for Section 508 compliance will be fully reimbursed by the Government.

The Contractor should review Section 508 of the Rehabilitation Act (<http://www.accessboard.gov/508.htm>) and the Federal IT Accessibility Initiative (Home Page) (<http://www.section508.gov/>) for further information on these requirements.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 SUBMISSION OF INVOICES**

#### **Designated Billing Office**

The contractor shall submit one (1) original copy to the following address:

DOT/National Highway Traffic Safety Administration  
Mike Monroney Aero Center  
Accounts Payable Branch, AMZ-150  
P.O. Box 268911  
Oklahoma City, OK 73126

### **G.2 REQUIRED INVOICE INFORMATION (Task Order Number if Applicable)**

1. Name and address of the contractor.
2. Invoice date and invoice number. The contractor should date invoices as close as possible to the date of the mailing or transmission.
3. Timeframe covered by the invoice.
4. NHTSA Contract number.\*
5. Task Order Number (as applicable)\*
6. NHTSA Contracting Officer's Name\*.
7. NHTSA Contracting Officer's Technical Representative's name\*.
8. Description of supplies/services covered by the invoice to include:
  - a. Contract Line Item Number (CLIN);
  - b. CLIN Price
  - c. CLIN Quantity
  - d. Invoice Total Price. In addition to the current billing period, the invoice shall provide a cumulative total of billings to date.
9. Name and address of contractor official to where questions regarding payment should be referred.
10. If the invoice does not comply with these requirements, the invoice will be returned as an improper invoice within seven (7) days after receipt.

\*To the extent it does not require changes to the contractor's standard procedures, the

indicated information should be easily identified on the front page of the invoice in order to expedite processing.

**G.3 52.232-1 PAYMENTS (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if (a) the amount due on the deliveries warrants it; or (b) the Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

- a. Payments under Task Orders will be made in accordance with the clause of this Contract entitled "Payments under Time-and-Materials and Labor-Hour Contracts and Payments under Fixed-Price Research and Development Contracts ."
- b. The Contractor will be reimbursed for fixed hourly labor incurred in the performance hereof as are allowable under the provisions of Subpart 31.2 of the Federal Acquisition Regulations up to the maximum hours per individual as set forth in Section B, upon submission of monthly invoices to be approved by the Contracting Officer.
- c. Direct Labor hour rates shall include wages, merit increases and Cost of Living Assessment (if applicable), Fringe Benefits, Overhead, G&A and fee.
- d. Direct Labor to be billed under this contract's Task Orders shall be only the actual working time applied directly to the services called for within each Task Order.
- e. Amounts invoiced shall be computed by multiplying the appropriate hourly rates set forth in Section B, by the number of direct labor hours performed. Fractional parts of an hour are payable on prorated basis.
- f. Audit:

At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction for any amount, on preceding invoices or vouchers that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract, the Government shall promptly pay any balance due to the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completing of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

**G.4 PAYMENT DUE DATE**

- a. Payments under this contract will be due on the 30<sup>th</sup> calendar day after:
- (1) The date of actual receipt of proper invoice in the office designated to receive the invoice, or
  - (2) The date the supplies and/or services are accepted by the Government.
- b. The date of the check issued or the date of payment by Electronic Funds Transfer shall be considered to be date payment is made.

**G.5 INTEREST ON OVERDUE PAYMENTS**

- a. Invoice payments shall be assessed an interest penalty for payment delays in accordance with the provisions of FAR 52.232-25 Prompt Payment (OCT 2003).
- b. Contract financing payments shall not be assessed an interest penalty for payment delays.

**G.6 PROMPT PAYMENT**

For the purpose of this Contract, payment made against invoices received shall be considered contract financing payments and, and such, shall not be assessed an interest penalty for payment delays. However, the **final invoice** submitted under any potential Task Order shall be subject to the Prompt Payment clause 52.232-25 of this contract.

**G.7 LIMITATIONS OF FUNDS (POTENTIAL TASK ORDERS)**

- a. The amount presently available for payment by the Government and allotted to any potential Task Order issued under this contract will appear on each individual potential Task Order Assignment Form under the heading "Funding Allotment" as "Funds Currently Available". The period of performance covered by the "Funds Currently Available" will appear next to the heading "Funded Period of Performance." For potential Task Orders not fully funded at time of the potential Task Order award, the parties contemplate that the Government will allot additional funds incrementally up the ceiling specified on each individual potential Task order. The Contractor agrees to perform, or have performed, work on each potential Task Order up to the point at which the total amount paid and payable by the Government under any potential Task Order approximates, but does not exceed, the total amount actually allotted by the Government to the potential Task Order.
- b. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under any potential Task order in the next 60 days, when added to all costs previously incurred, will exceed 75% of the total amount so far allotted to the potential Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified on the potential Task Order as "Funded Period of Performance."

- c. Sixty days before the end of the period specified on any potential Task Order, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the potential Task Order and when the funds will be required.
- d. If, after notification, additional funds are not allotted by the end of the funded period specified on any potential Task Order or another agreed-upon date, upon the Contractor's written request, the Contracting Officer will terminate the potential Task Order on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate that potential Task Order on that later date.
- e. Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause:
  - 1. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to any potential Task Order; and
  - 2. The Contractor is not obligated to continue performance under any potential Task Order (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the amount then allotted to any potential Task Order by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to any potential Task Order under this Contract.
- f. No notice, communication, or representation in any form other than that specified in subparagraph e(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to any potential Task Order under this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to any potential Task Order, whether incurred during the course of the potential task Order as a result of termination.
- g. When and to the extent that the amount allotted by the Government to any potential Task Order is increased, any costs the Contractor incurred before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- h. Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated costs.
- i. Nothing in this clause shall affect the right of the Government to terminate any potential Task Order under this contract, or the contract in its entirety. If this contract, or any potential Task Order under this contract, is terminated, the Government and the Contractor shall

negotiate an equitable distribution of all property produced or purchased under the potential Task Order.

#### **G.8 POTENTIAL TASK ORDER FORMAT AND CONTENT**

Each potential Task Order issued under this contract shall be executed by authorized representatives of both parties and shall consist of the following:

- A face page which identifies the Contract Number and the assigned Task Order Number. The Task Order shall be numbered with a task order number unique to the individual task.
- A project title and statement of work, identifying milestones and deliverables, including any reporting requirements.
- A period of performance.
- A financial administration section which indicates the Task Order Ceiling Price based upon the labor-hours and support effort involved. This section shall specify the amount obligated and the accounting data charged with the obligation.
- A list of any Contractor employees identified as Key Personnel. In addition, if applicable, the designation of the NHTSA Task Manager for the effort provided for under the individual Task Order.
- A Government Property Section if the Contractor is authorized to acquire, or if the Government is obligated to furnish, property under the Task Order. Title determination shall be specified if property acquisition is authorized.
- Any other special provisions appropriate for the Task Order for which discussions were conducted and agreement reached by the parties. Such provisions may involve limitations on the use of proprietary data, rights in computer software, etc.
- A provision which provides that the Task Order can be modified by supplemental agreement by the parties.

#### **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

The performance of the work required under the resultant contract shall be subject to the technical review of the NHTSA COTR.

- a. The Contracting Officer will designate a technical representative to assist in monitoring the work under the resultant contract. The COTR serves as the technical liaison with the contractor. The COTR is *not* authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions



- b. In the event any Government technical direction is interpreted by the contractor deemed outside of this contract, the contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) calendar days after the contractor's receipt of such direction. Such notice shall include (1) the reasons upon which the contractor bases its belief that the technical direction falls within the purview of the "Changes" clause, and (2) the contractor's best estimate as to any revisions to the terms of the contract necessary to implement the technical direction.
- c. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized only in writing by the Contracting Officer.

#### **G.10 REVIEW OF SERVICES AND TIME RECORDS**

(a) The official(s) designated below shall be responsible for appropriate review of all services to be performed under this contract. In so doing, such official(s) shall have the right to (1) review for accuracy the Contractor's time and attendance records of all workers assigned under the contract; (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

Name: \_\_\_\_\_\*

Address:

Telephone:

*\*To be announced at time of contract award.*

(b) *Designation of "Alternate" COTR. In the event that the NHTSA COTR of record is unavailable for a period of time that would jeopardize the timely certification of incoming invoices, then the person indicated below has been designated by the NHTSA Contracting Officer to perform the functions associated with the certification of invoices ordinarily performed by the NHTSA COTR. The "Alternate" COTR shall have no other responsibility under the contract than to certify invoices only in the absence of the NHTSA COTR.*

Name: \_\_\_\_\_\*

Address:

Telephone:

*\*To be announced at time of contract award.*

#### **G.11 TRANSPORTATION ACQUISITION REGULATION CLAUSE (TAR) 1252.215-70, "KEY PERSONNEL AND/OR FACILITIES "(OCT 1994)**

- a. The personnel and/or facilities listed below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

- b. Prior to removing, replacing, or diverting any of the specified individuals or facilities, the contractor shall notify, in writing and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- c. The contractor shall *not* remove, replace, or divert any key personnel and/or facilities without obtaining the prior written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel and/or Facilities designated under this Solicitation and the resultant contract follow:

NAME OF KEY PERSONNEL	POSITION
_____	_____
_____	_____
_____	_____

- d. Designation of "Alternate" COTR. In the event that the NHTSA COTR of record is unavailable for a period of time that would jeopardize the timely certification of incoming invoices, then the person indicated below has been designated by the NHTSA Contracting Officer to perform the functions associated with the certification of invoices ordinarily performed by the NHTSA COTR. The Alternate COTR shall have no other responsibility under the Contract than to certify invoices in the absence of the NHTSA COTR.

The official(s) designated below shall be responsible for reviewing and certifying Invoices **ONLY** in the absence of the designated NHTSA COTR.

\* To be announced at time of Contract award.

## **G.12 CONTRACTOR'S PROJECT MANAGER**

- a. The contractor shall appoint a Project Manager who will be the contractor's authorized supervisor for technical and administrative work performed under the resultant contract. The Project Manager shall provide the single point of contact between the contractors and the NHTSA COTR or other duly authorized representative under the contract.
- b. The Project Manager shall receive and execute, on behalf of the contractor, such technical assignment directives as the COTR, or his duly authorized representative, may issue within the terms and conditions of the contract.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 OPTION FOR INCREASED QUANTITY**

The Government may increase the quantity of supplies called for in Section B.4, Prices Schedule at the unit prices specified. The Contracting Officer may exercise the option(s) at any time within the term of the contract by issuing a unilateral modification. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

**H.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- a) The Government may extend the term of this contract at anytime during the performance period of the contract provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b) If the Government exercises an Option Period more than 60 days before the contract expires, then the Government's unilateral modification which affects the extension shall also serve as written notice.
- c) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) consecutive months.

If the decision is made to extend the contract term of the contract, the Contracting Officer will execute a modification to the contract prior to contract expiration. If the Government exercises its Option Period to extend the term of the contract, the clause entitled "Period of Performance" in Section F.2 of the Schedule will be modified accordingly to reflect the new contract expiration date, and the total estimated amount of the contract will be modified to reflect the increase resulting from the exercised Option Period.

**H.3 CONFIDENTIALITY OF REPORTS AND OTHER DATA**

Neither the Contractor nor any employee thereof shall divulge to any third party any information concerning test procedures used, work performed, results obtained, or any other information in connection with this contract, without the express written permission of the COTR.

**H.4 PRINTING**

The Contractor shall not engage in, nor subcontract for, any printing (as a term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract.

Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding the maximum image size of 10-3/4 by 14-1/4 inches, will not be deemed to be printing.

## **H.5 COMPUTER PROGRAMS/DATA BASES/PRINTER LAYOUTS AND LOGIC TABLES, (Revised May 1994)**

### **a. General**

All computer programs, data files, tables and associated documentation developed under this contract are the property of the Federal Government and shall be delivered by the Contractor, as mutually agreed upon with the COTR by the due date, in accordance with the following paragraphs. All computer programs and databases developed without Federal funds, and used in performance of this contract remain the property of the Contractor. If any programs or databases are modified, however, and used in performance of this contract, title to the modified portion shall vest in the Government.

### **b. Computer Programs**

For each computer program developed or modified under this contract, the following items and/or information shall be provided:

1. A general or "overview" flowchart that references the main program and each called subprogram and operation of the system.
2. Detailed flowcharts for each section or subroutine of the system. These shall include reference to labels or addresses actually used in the program.
3. A brief description of each flowchart.
4. A listing of all program source codes, with sufficient comment to identify important procedures.
5. The source code itself on tape or disc, as appropriate.
6. Running instructions for the computer operator, including an explanation of all possible messages other than those provided by the computer manufacturer.
7. Running instructions for the user, including a full description of user "prompting" by the replies to the executive or command module in the case of a user-friendly program.

c. Databases

For each database developed or modified under this contract, the following items and/or information shall be provided:

1. A copy of each database.
2. Each data element (field) shall be defined as to format, content, length, type of characters or numbers, and what must be present in the full case.
3. Each record and its format shall be defined completely, including all control symbols and fields.
4. Blocking shall be specified unambiguously.
5. Labels, sentinels, headers, tape marks and similar structures shall be specified.
6. Density, number of tracks, character codes and special symbols shall be defined.

d. Printer Layout and Logic Tables

Copies of the forms actually used shall be provided, except that they may be recopied if necessary for clarity.

## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

**NOTE:** Those clauses marked with an “X” are hereby incorporated by reference.

[www.arnet.gov/far](http://www.arnet.gov/far)

<u>X</u>	52.202-1	Definitions (JUL 2004)
<u>X</u>	52.203-3	Gratuities (APR 1984)
<u>X</u>	52.203-5	Covenant Against Contingent Fees (APR 1984)
<u>X</u>	52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
<u>X</u>	52.203-7	Anti-Kickback Procedures (JUL 1995)
<u>X</u>	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
<u>X</u>	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
<u>X</u>	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
<u>X</u>	52.204-4	Printed or Copies Double-Sided on Recycled Paper (AUG 2000)
<u>X</u>	52.204-7	Central Contractor Registration (Jul 2006)
<u>X</u>	52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)
<u>X</u>	52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)

<u>X</u>	52.215-2	Audit and Records—Negotiation (JUN 1999)
<u>X</u>	52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
<u>X</u>	52.215-14	Integrity of Unit Prices (OCT 1997)
—	52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
<u>X</u>	52.216-24	Limitation of Government Liability (Apr 1984)
<u>X</u>	52.217-8	Option to Extend Services (NOV 1999)
<u>X</u>	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005)
<u>X</u>	52.219-8	Utilization of Small Business Concerns (MAY 2004)
<u>X</u>	52.219-9	Small Business Subcontracting Plan (APR 2008)
<u>X</u>	52.219-14	Limitations on Subcontracting (DEC 1996)
<u>X</u>	52.219-16	Liquidated Damages-Subcontracting Plan (JAN 1999)
<u>X</u>	52.222-3	Convict Labor (JUN 2003)
<u>X</u>	52.222-21	Prohibition of Segregated Facilities (FEB 1999)
<u>X</u>	52.222-26	Equal Opportunity (MAR 2007)
<u>X</u>	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans, of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
<u>X</u>	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
<u>X</u>	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
<u>X</u>	52.223-6	Drug-Free Workplace (MAY 2001)
<u>X</u>	52.223-13	Certification of Toxic Chemical Release Reporting (AUG 2003)
<u>X</u>	52.225-5	Trade Agreements (NOV 2007)
<u>X</u>	52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
<u>X</u>	52.227-1	Authorization and Consent (DEC 2007)

<u>X</u>	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
<u>X</u>	52.227-14	Rights in Data - General (DEC 2007)
<u>X</u>	52.229-3	Federal, State, and Local Taxes (APR 2003)
<u>X</u>	52.232-1	Payments (APR 1984)
<u>X</u>	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007)
<u>X</u>	52.232-9	Limitation on Withholding of Payments (Apr 1984)
<u>X</u>	52.232-17	Interest (JUN 1996)
<u>X</u>	52.232-23	Assignment of Claims (JAN 1986)
<u>X</u>	52.232-25	Prompt Payment (OCT 2003)
<u>X</u>	52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
<u>X</u>	52.232-38	Submission of Electronic Funds Transfer information with offer (MAY 1999)
<u>X</u>	52.233-1	Disputes (JULY 2002) <u>X</u> Alternate I (DEC 1991)
<u>X</u>	52.233-3	Protest After Award (AUG 1996) <u>X</u> Alternate I (JUN 1985)
<u>X</u>	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
<u>X</u>	52.237-3	Continuity of Services (JAN 1991)
<u>X</u>	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
<u>X</u>	52.242-3	Penalties for Unallowable Costs (May 2001)
<u>X</u>	52.242-13	Bankruptcy (JUL 1995)
<u>X</u>	52.242-15	Stop-Work Order (Aug 1989)
<u>X</u>	52.243-3	Changes – Time-and-Material or Labor Hour (SEP 2000)
<u>X</u>	52.244-2	Subcontracts (JUNE 2007)



<u>X</u>	52.244-6	Subcontracts for Commercial Items (MAR 2007)
<u>X</u>	52.245-1	Government Property (JUNE 2007)
<u>X</u>	52.246-6	Inspection – Time-and-Material and Labor-Hour (MAY 2001)
<u>X</u>	52.246-23	Limitation of Liability (FEB 1997)
<u>X</u>	52.246-25	Limitation of Liability--Services (FEB 1997)
<u>X</u>	52.248-1	Value Engineering (FEB 2000)
<u>X</u>	52.249-6	Termination (Cost Reimbursement) (MAY 2004)
	<u>X</u>	Alternate IV (SEP 1996)
<u>X</u>	52.249-14	Excusable delays (APR 1984)

## **I.2 DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED BY REFERENCE**

The resultant contract incorporates the following Transportation Acquisition Regulation clauses (TAR) by reference (as indicated by an "X"), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

	<b><u>Clause Number</u></b>	<b><u>Title and Date</u></b>
<u>X</u>	1252.237-70	Qualifications of Contract Employees (OCT 1994)
<u>X</u>	1252.242-71	Contractor Testimony (OCT 1994)
<u>X</u>	1252.242-72	Dissemination of Contract Information (OCT 1994)
<u>X</u>	1252.245-70	Government Property Reports (OCT 1994)

**I.3 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES PROVIDED IN FULL TEXT**

This Solicitation and resultant Contract incorporate the following Federal Acquisition Regulation Clauses provided in full text:

**I.3.1 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Director, Office of Acquisition Management and shall not be binding until so approved.

**I.3.2 52.216-18 ORDERING (OCT 1995).**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through expiration date of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.3.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- a. This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after expiration date of the contract.

**I.3.4 52.219-9 Small Business Subcontracting Plan**

As prescribed in 19.708(b), insert the following clause:

SMALL BUSINESS SUBCONTRACTING PLAN (SEPT 2006)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
- (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns.

Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

#### **I.4. DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED IN FULL TEXT**

This Solicitation and resultant Contract incorporate the following Department of Transportation (DOT) Clause provided in full text:

##### **I.4.1 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)**

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information on how to implement such a program, or statistics on the potential benefits and cost-savings to companies or organizations, can be found in the Buckle up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS are prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**END OF CLAUSE**

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

<b><u>Attachment Number</u></b>	<b><u>Pages</u></b>	<b><u>Attachment</u></b>
1	PAGES 45	TWG TEST PROCEDURES
2	PAGES 140	SIDE NCAP TEST PROCEDURES
3	PAGES 116	FRONTAL NCAP TEST PROCEDURES
4	PAGES 75	EQU CRS RATING PROCEDURES



**PART IV. REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS, OTHER STATEMENTS OF OFFERORS**  
**(Negotiation Procedures)**

1. FAR 52.204-8 Annual Representations and Certifications (JAN 2006)
2. FAR 52.230-1 Cost Accounting Standards Notices and Certification (JUN 2000)
3. Type of Business
4. Authorized Negotiators
5. Technical Data Certification
6. Representation of Compliance with the Electronic and Information Technology Accessibility Standards.
7. Other Communications

**SECTION K - REPRESENTATIONS, CERTIFICATIONS,  
AND OTHER STATEMENTS OF OFFERORS**

**1. 52.204-8 Annual Representations and Certifications. (JAN 2006)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **541720**.

(2) The small business size standard is \$6 million *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**2. 52.230-1 Cost Accounting Standards Notices and Certification. (JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement - Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: *[Name and Address of Cognizant ACO or Federal Official Where Filed:]*

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ☐

Name and Address of Cognizant ACO or Federal Official Where Filed: ☐

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

(End of provision)

### 3. TYPE OF BUSINESS

Check the appropriate selection(s) from the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Small Disadvantaged Business     | <input type="checkbox"/> Other Non-Profit Organization  |
| <input type="checkbox"/> Other Small Business             | <input type="checkbox"/> State/Local Govt - Education   |
| <input type="checkbox"/> Large Business                   | <input type="checkbox"/> State/Local Govt - Hospital    |
| <input type="checkbox"/> JWOD                             | <input type="checkbox"/> Other State/Local Government   |
| <input type="checkbox"/> Nonprofit Educational Org.       | <input type="checkbox"/> Foreign Contractor             |
| <input type="checkbox"/> Nonprofit Hospital               | <input type="checkbox"/> Domestic Contractor Performing |
| <input type="checkbox"/> Women-Owned Business             | <input type="checkbox"/> Outside US                     |
| <input type="checkbox"/> Historically Black College/Univ. | <input type="checkbox"/> Veteran-Owned Small Business   |
|   | <input type="checkbox"/> Concern                        |
| <input type="checkbox"/> Minority Institution             | <input type="checkbox"/> Service Disabled Veteran-Owned |
|   | <input type="checkbox"/> Small Business Concern         |

### 4. AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

Name	Title	Telephone #
_____	_____	_____
_____	_____	_____

**5. TECHNICAL DATA CERTIFICATION**

The offeror certifies that it has not delivered or is not obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

☐ None

☐ Contract No. (and Subcontract No., if applicable):

Agency Name and Place of Delivery:

---

---

**6. REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS** *(Applicable to contracts which furnish Electronic and Information Technology (EIT) products and services).*

(a). Submission of the representation referenced in paragraph (b) and (c) is a prerequisite imposed by 36 CFR 1194 for making or entering into this contract.

(b). The offeror represents by fully completing the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that the products and services offered in response to this solicitation comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the spreadsheet.

(c). The offeror further represents that all EIT products and services represented in the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

**7. OTHER COMMUNICATIONS**

To facilitate other communications, please provide your organizational e-mail address and

FAX number(s):

E-Mail:

---

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### INDEX

L.1	FAR 52.252-1	Solicitation Provisions Incorporated by Reference (FEB 1998)
L.2	FAR 52.204-6	Data Universal Numbering System (DUNS Number) (JUN 2003)
L.3	FAR 52.215-16	Facilities Capital Cost of Money (OCT 1997)
L.4	FAR 52.216-1	Type of Contract (APR 1984)
<b>L.5</b>	<b>FAR 52.232-38</b>	<b>Submission of Electronic Funds Transfer Information with Offer (MAY 1999)</b>
L.6	FAR 52.233-2	Service of Protest (AUG 1996)
L.7	General Information	
L.8	Special Notices	
L.9	Proposal Submission	
L.10	Technical Proposal Instructions	
L.11	Business Management Proposal Instructions	
L.12	Disclosure of Conflicts of Interest	

Supplement 1 – Contract Pricing Sheet for Base Period and Option Periods – 8 pages

Supplement 2 – Business Management Information Sheets – 3 pages

Supplement 3 – Past Performance Evaluation Sheets – 2 Pages

NOTE: THE SUPPLEMENTS SHOWN ARE ENCLOSED FOLLOWING SECTION M.

**L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov.far>

**NOTE:** An “X” indicates Provisions incorporated by reference

X 52.215-1 Instructions to Offerors - Competitive Acquisition (FEB 2000)

**L.2 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number—
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business name.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company physical street address, city, state and ZIP Code.
    - (iv) Company mailing address, city, state and ZIP Code (if separate from physical).



- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**L.3 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

- a. Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- b. If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost Money.

**L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates a single award of an Indefinite Delivery Indefinite Quantity (IDIQ) Research and Development Contract on a Time and Materials basis resulting from this solicitation.

**L.5 FAR 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer- Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

**L.6 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)**

- a. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed Directly with an agency, and copies of any protests that are filed with the Government Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

*Ross Jeffries  
Director / Contracting Officer  
Office of Acquisition Management  
1200 New Jersey Avenue, SW, W51-306  
Washington, DC 20590*

- b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 GENERAL INFORMATION**

**a. Small Business Set-Aside**

- (1) This requirement is ☐ ☒ not a 100 percent small business set-aside.
- (2) For the purpose of this solicitation, the small business size standard is \$6Million.
- (3) The Standard Industrial Classification (SIC) is **541720**.

**b. Pre-proposal Conference**

☒ A pre-proposal conference is not contemplated.

☐ A pre-proposal conference will be held as indicated below:

Time:  
Date:  
Place:

Please limit attendance to \_\_\_\_\_ people per organization.

You are requested to submit your questions in writing to arrive at least \_\_\_\_\_ days prior to such a conference.

Please mark the outside of the envelope “PRE-PROPOSAL QUESTIONS RFP  
NO.

”

c. **Pre-Award Survey**

The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, managerial, financial, and similar abilities to perform the work described in this solicitation prior to the award of a contract.

d. **Literature Search**

If a literature search is to be conducted in performance of the contract resulting from this solicitation, the Contractor, after award but prior to initiating the search, will be required to consult with the Contracting Officer's Technical Representative (COTR) in order to make maximum use of the services of NHTSA's Technical Reference Branch.

All documents, original or copies, acquired with contract funds by the Contractor in performing the resultant literature search shall become the property of NHTSA (Technical Information Services) at the completion of the contract without additional charge to NHTSA. This assumes that a search of NHTSA's Highway Safety Literature File will have been made by the Contractor to eliminate the acquisition of duplicate documents.

e. **Award Notice/Incurrence of Cost**

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.

L.8 **SPECIAL NOTICES**

1. Questions concerning this Solicitation shall be in writing to Larry Gooding, Senior Contract Specialist, by 2:00pm (EST) no later than July 24, 2008. It is preferred that any and all such questions are sent electronically to Larry Gooding at E-mail address: larry.gooding@dot.gov. All questions and answers will be available on website [www.fedbizopps.gov](http://www.fedbizopps.gov) under the Solicitation Number DTNH22-08-R-00111, entitled: “Questions and Answers”, by no later than July 31, 2008.
2. Offerors shall acknowledge receipt of amendments, if any, to the Solicitation. Accordingly, offerors should pay attention to Block 14, Acknowledgement of

Amendments, of Standard Form 33, Offer and Award, for guidance in complying with this requirement.

## **L.9 PROPOSAL SUBMISSIONS**

The proposal should consist of the three (3) copies of the specified volumes and quantities. Each volume shall have a Table of Contents or index, appropriately referenced, which shall be the cover page. The pages should be consecutively numbered and all tables, exhibits, etc should be clearly identified and explained. **Proposals should be submitted on any or all required items in this solicitation.** The proposals submitted in response to this solicitation shall consist of the following:

### **L.9.1 Volume 1 – Standard Forms and Certifications -- originals only - One copy**

- a. **Standard Form 33** – One (1) completed copy unbound; with original signature
- b. **Section K - Representation, Certifications and Other Statements of Offerors** - must be completed and submitted as a part of your proposal. Submit only one hard copy.
- c. **Waiver of Price Evaluation Adjustments/Preferences** – If, in Section K, (FAR Provision 52.219-1), the offeror has represented itself as a Small Disadvantaged Business Concern and/or a HUBZone Small Business Concern or a joint venture that complies with the requirements of 13 CFR part 126 and the offeror elects to waive either, or both evaluation adjustments provided by this RFP's Paragraph I.3.2 (FAR 52.219-4) and I.3.3. (FAR 52.219-23), the offeror must indicate so in its Business Management Proposal.

### **L.9.2 Volume II – 3 Copies of Technical Proposal and Response the Statement of Work – five (5) copies on CD ROM submitted in PDF, Microsoft Word, or a combination of these formats.**

Offerors shall identify the **authors** of their proposals and **specify** those sections for which the writers had major responsibility. The technical proposal shall consist of the following major sections: (i) Table of Contents, (ii) Introduction, (iii) Proposed Technical Approach, (iv) Qualifications of Proposed Personnel, (v) Facilities and Equipment, (vi) Corporate Experience and Past Performance.

### **L.9.3 Volume III – 3 Copies - Business Management Proposal – Five (5) copies on CD ROM submitted in PDF, Microsoft Word, Microsoft Excel, or a combination of these formats. Price Schedules must be submitted in Microsoft Excel format. Offerors shall complete and submit price lists that will be incorporated into Sections B.5.1 through B.5.5 located in this Solicitation.**

## **L.10 TECHNICAL PROPOSAL**

The Technical Proposal shall be separated from the Business Management Proposal. **No cost information shall be included or referenced in the Technical Proposal.** The Technical

Proposal shall be submitted, on CD ROM, in PDF, Microsoft Word, Microsoft Excel, or a combination of these formats.

The Technical Proposal shall contain the following:

1. **Table of Contents**

The Table of Contents shall provide the reader a means to easily identify major points of discussion. If the offeror elects to deviate from any major headings or section titles, it shall clearly indicate the relationship between the offeror's proposal framework and of that specified in this section.

2. **Introduction**

The Introduction shall provide reviewers with an impression of the offeror's understanding of the requirement's objectives, scope of work and intended products.

3. **Proposed Technical Approach**

The proposed technical approach shall include a statement of the objectives, methods, services, and products associated with completing the work requirements stated in this solicitation. The offeror shall provide information indicating a plan for overall management of the project. This should include a procedure to meet schedule and cost constraints and ensure the quality of services. The objectives and the Statement of Work (SOW) in Section C provide offerors with an indication of NHTSA's current approach on how the project should be conducted. This SOW shall be the common basis upon which all offerors should cost their proposals. Technical approach for each task must be addressed separately and all four tasks must be addressed.

4. **Qualifications of Proposed Personnel**

The offeror shall fully identify each staff member it proposes to use on this contract effort. The offeror shall provide the names of all proposed staff members. Biographical summaries, with dates for past positions shall be included. Summaries should list formal education and applicable past work experience. Offerors should also indicate the availability of proposed individuals (i.e., Is the proposed individual an existing, bona fide employee of the offeror or will employment of the proposed individual be contingent upon award of this contract?)

5. **Corporate Experience and Past Performance**

The offeror shall describe its experience in performing efforts **similar to those identified in this solicitation.**

The offeror shall provide a list of at least three recent contracts (to include contract numbers, customer names, Point of Contacts, and phone numbers) which can be used by the government to establish a record of past performance. In doing so, the offeror shall provide: Name of customer activity; applicable contract number; date contract was awarded and date completed (if applicable), contact info for customer's contract and technical personnel.

## **L.11 BUSINESS MANAGEMENT PROPOSAL**

### **1. Contract Pricing Proposal**

Offerors shall complete and submit the Price Schedules B.5.1 through B.5.5. In doing so, for the two base and three option years, the contractor shall:

- a. Insert the “Estimated Hours” applicable to the Three Base Years Level of Effort.
- b. Insert the applicable Loaded Hourly Rates applicable to each labor category;
- c. Calculate the extended cost (i.e. Estimated Hours X loaded Rate) for each labor category and insert that extended cost in the “Total Cost” column.
- d. In addition to the labor categories listed in Sections B.5.1 through B.5.5, the offeror is invited to propose additional categories that are not listed which it feels are necessary to fulfill the RFP’s requirements
- e. In addition insert in Sections B.5.1 through B.5.5. Estimated Price and hours for Other Direct Cost (ODC) and travel if applicable.

The Government will add the Total Costs proposed for Price Schedules B.5.1 through B.5.5 to arrive at a total evaluated price. The Government will use this total evaluated price as the basis for cost comparison among offerors.

The contractor must identify any assumptions it makes in preparing its business management proposal.

If the offeror is proposing to use subcontractor labor to fulfill the requirements of this contract, then the offeror must certify that the subcontractor labor excludes a fee or profit the offeror must provide cost and pricing data in the same format and level of detail as the prime contractor’s proposal. In addition, the offeror must show that any indirect costs it may apply to subcontractor labor is in accordance with its usual accounting practices and that no part of those indirect costs are being recovered as part of its loaded labor rates.

### **2. Business Management Information**

- a. Offerors are instructed to complete the Business Management Information sheets as contained in Section L, Supplement 2 in sufficient detail to allow for a full and complete business evaluation.
- b. Provide a list of any contract, regardless of dollar value that was terminated for the convenience of the Government within the past three years, and any contract, regardless of dollar value, that was terminated for default within the past five years. Identify the agency, the contract number, and a point of contact (including telephone number). Briefly explain the circumstances in each instance.

**L.12 DISCLOSURE OF CONFLICTS OF INTEREST****DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)**

It is the Department of Transportation's (DOT's) policy not to award contracts to offerors whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

- (a.) The offeror shall provide a statement in its technical proposal which describes in a concise manner all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under the request. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Affected organizations shall include, but are not limited to, the insurance industry. Key personnel shall include any person owning more than a 20% interest in the offering firm, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- (b.) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (1) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- (c.) In the absence of any relevant interest identified in (1) above, the offeror shall submit in its technical proposal a statement certifying that to its best knowledge and belief, no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- (d.) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT will be used to determine whether an award to the offeror may create a conflict of interest. If such conflict of interest is found to exist, the Contracting Officer may (a) disqualify the offeror, or (b) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- (e.) The refusal to provide the disclosure or representation, or any additional information as required may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award, the Contractor discovers a conflict of interest with respect to this contract which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a description of the action which the Contractor has taken or proposes to

take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if it is deemed that termination is in the best interest of the Government.



## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION, NEGOTIATIONS AND AWARD PROCESS

- A. The evaluation process is designed as follows:
1. The offeror's Technical Proposal will be evaluated for technical merit according to the criteria set forth in M.2 EVALUATION FACTORS.
  2. The offeror's Business Management Proposal will be reviewed and evaluated. The review of offeror's cost estimates will be made independently of technical review.
  3. Certifications will be reviewed. Offerors must be determined by NHTSA to be responsible. NHTSA must determine offers to be "technically acceptable" for consideration of award.
  4. Clarification questions, if needed, will be sent to the offeror. Clarifications are limited exchanges between the Government and Offeror that may occur when award without discussions is contemplated (See FAR 15.306).
- B. The Evaluation Factors set forth in Section M.2 will be used in evaluating technical proposals. Guidance on the contents of the proposal is provided in Section L – Instructions, Conditions, and Notices to Offerors. Technical considerations are primary. Costs will not be provided any specific numerical rating. If there are no significant technical proposal differences, costs may be a determining factor for source selections. An offeror whose price is high(er) may be accepted if technical considerations make the offer most advantageous to the Government.
- C. Discussions may be conducted with those Offerors whose proposals are technically acceptable and, when combined with their cost proposals, place them in the competitive range. Discussions will be conducted to the extent deemed necessary by the Government. **However, offerors are cautioned to submit proposals on the most favorable basis since the Government reserves the right to make an award without discussions, in accordance with FAR 52.215-1 Instructions to Offerors-Competitive Acquisition.**
- D. Any contract(s) resulting from this solicitation will be awarded to the responsible offeror whose technically acceptable proposal, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. Evaluation and selection for award under this procurement will be in accordance with FAR 15.3 Source Selection.

**M.2. EVALUATION FACTORS:**

Following factors listed will be used to evaluate the technical approach for each assigned tasks. Each task assigned in the Section C will be rated separately. The overall evaluation from four tasks will be done and the cumulated scores from each of four tasks will be used to select the best-qualified contractor.

Three factors described below will be evaluated by using the following evaluation process. As discussed before, each task of four outlined tasks will be evaluated separately. The proposed system is based on a score of 1,000. After the evaluation of four tasks, the final score will be calculated by accumulating the entire scores. The final evaluation then is weighted according to their weighted values. Task 1 will be weighed 60 percent. Task 4 will be weighed 20 percent. Tasks 2 and 3 will be weighed 10 percent each.

**Factor 1. Proposed Technical Approach**

The offeror will be evaluated on its understanding of the work requirements stated in the solicitation.

The plan will be evaluated for its soundness and efficient use of resources.

**Factor 2. Qualifications of Proposed Personnel**

The offeror will be evaluated on the quality of its proposed professional and technical staff. Specifically, the offeror should identify qualified staff in key positions throughout the organization and indicate a level of experience that ensures the ability to successfully complete the work. The offeror's program manager should be at a supervisory level and an integral part of the overall management of the effort.

**Factor 3. Corporate Experience and Past Performance**

The offeror will be evaluated on its documented, extensive experience

The information provided should indicate a long history of meeting contract schedules including deliverables are provided to customers within scheduled dates.

Offeror also has received outstanding performance reviews from customers.

**NOTE:** Offerors, for which no historical record of past performance has been established, will only be rated on "Corporate Experience" for this factor. Offerors, whose established record of past performance is poor may be given an unacceptable rating for this evaluation factor.

**M.3 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

**M.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

Complete the following price schedules which will be used for price evaluation. All Offerors shall calculate the extended price by multiplying the fixed unit price times the estimated quantity. The extended prices shall be added to arrive at the total evaluated price. Offerors shall submit these pages with their proposal.

**M.5 TOTAL EVALUATED PRICE**

For the purpose of evaluating the total price proposed by each offeror, offerors shall complete this total price summary and shall include this with their submission. The total price for all options will be added to the total price of the basic requirement for evaluating offerors for award purposes. Evaluation of options will not obligate the Government to exercise the Option.

Section L Supplement 1

Page 1 of 7

**CONTRACT PRICING SHEET**  
**[Composition of Loaded Fixed Hourly Rates]**

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for each contract year.

**BASE PERIOD 1**

**DIRECT LABOR**

LABOR CATEGORIES OF PRIME CONTRACTOR	(A)	(B)	(C)		(D)		(E)	(F)	(G)	OVERTIME LOADED FIXED HOURLY RATE	
	BASE RATE	FRINGE BENEFIT	%	O/H RATE	%	G & A	%	PROFIT	%		STRAIGHT LOADED FIXED HOURLY RATE
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____

**NOTE:** For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

**CONTRACT PRICING SHEET**  
[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for each contract year.

**BASE PERIOD 2**

**DIRECT LABOR**

LABOR CATEGORIES OF PRIME CONTRACTOR	(A)	(B)		(C)		(D)		(E)		(F)	(G)
	BASE RATE	FRINGE BENEFIT	%	O/H RATE	%	G & A	%	PROFIT	%	STRAIGHT LOADED FIXED HOURLY RATE	OVERTIME LOADED FIXED HOURLY RATE
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____

**NOTE:** For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

**CONTRACT PRICING SHEET**  
**[Composition of Loaded Fixed Hourly Rates]**

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for each contract year.

**BASE PERIOD 3**

**DIRECT LABOR**

LABOR CATEGORIES OF PRIME CONTRACTOR	(A)	(B)		(C)		(D)		(E)		(F)	(G)
	BASE RATE	FRINGE BENEFIT	%	O/H RATE	%	G & A	%	PROFIT	%	STRAIGHT LOADED FIXED HOURLY RATE	OVERTIME LOADED FIXED HOURLY RATE
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____
_____	\$ _____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	\$ _____

**NOTE:** For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

**CONTRACT PRICING SHEET**  
**[Composition of Loaded Fixed Hourly Rates]**

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for each contract year.

**OPTION YEAR 1 – TWENTY-FOUR (24) MONTHS - PERIOD 1**

**DIRECT LABOR**

LABOR CATEGORIES OF PRIME CONTRACTOR	(A)	(B)		(C)		(D)		(E)		(F)	(G)
	BASE RATE	FRINGE BENEFIT	%	O/H RATE	%	G & A	%	PROFIT	%	STRAIGHT LOADED FIXED HOURLY RATE	OVERTIME LOADED FIXED HOURLY RATE
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$

**NOTE:** For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.

**CONTRACT PRICING SHEET**  
[Composition of Loaded Fixed Hourly Rates]

The offeror shall complete the following pricing elements (A, B, C, D, E, F, & G) as appropriate, for each contract year.

**OPTION YEAR 1, PERIOD 2**

**A. DIRECT LABOR**

LABOR CATEGORIES OF PRIME CONTRACTOR	(A)	(B)		(C)		(D)		(E)		(F)	(G)
	BASE RATE	FRINGE BENEFIT	%	O/H RATE	%	G & A	%	PROFIT	%	STRAIGHT LOADED FIXED HOURLY RATE	OVERTIME LOADED FIXED HOURLY RATE
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$
	\$	\$		\$		\$		\$		\$	\$

**NOTE:** For fringe, overhead, general & administrative, and profit [as applicable], show dollar amount as well as percentage used to arrive at dollar amount.



**B. SUBCONTRACT(S)**      \$\_\_\_\_\_.      Reference\*\_\_\_\_\_

Provide the following supporting data for each subcontractor as follows:

- a. Name and address of the subcontractor.
- b. Statement of Work and work plan (schedule) for the portion of work to be performed by the subcontractor.
- c. Cost proposal including a detailed breakdown of costs.
- d. Names and positions of personnel who will work on the project.
- e. A letter or other statement from each proposed subcontractor indicating that they have been approached on the matter of participation in this contract and that they are willing and able to do so for the terms indicated.

**C. TRAVEL**      \$\_\_\_\_\_**D. DIRECT MATERIAL**      \$\_\_\_\_\_**E. MATERIAL OVERHEAD**

Show cost here only if your accounting system provides for such cost allocation and only if this cost is not computed as part of labor overhead or G&A.

Material Overhead:    Rate \_\_\_\_\_ % x \$ \_\_\_\_\_ Base = \$ \_\_\_\_\_

**COST ELEMENT (2) – FRINGE BENEFITS**

Use the Fringe Benefits rate(s) approved by a Government audit agency for use in proposals. If no such approval is given, or if the approval is more than 12 months old, provide data supporting the proposed rates. The data shall include a breakdown of the items comprising overhead and the base(s) upon which the burden(s) is/are computed.

<b><u>Burden</u></b>	<b><u>Rate(%)</u></b>	<b>x</b>	<b><u>Base</u></b>	<b>=</b>	<b><u>Est. Cost(\$)</u></b>	<b><u>Reference*</u></b>
<u>Fringe Benefits</u>	_____	x	_____	=	_____	_____

**COST ELEMENT (3) – LABOR OVERHEAD**

Use the overhead rate(s) approved by a Government audit agency for use in proposals. If no such approval has been given, or if the approval is more than 12 months old, furnish data supporting the proposed rates. The data shall include a breakdown of the items comprising overhead and the base(s) upon which the burden(s) is/are computed.

<b><u>Burden</u></b>	<b><u>Rate(%)</u></b>	<b>x</b>	<b><u>Base</u></b>	<b>=</b>	<b><u>Est. Cost(\$)</u></b>	<b><u>Reference*</u></b>
<u>Labor Overhead</u>	_____	x	_____	=	_____	_____

\* *References for any further breakdown, elaboration and/or comment on the elements in this format shall be placed on a separate page.*

**COST ELEMENT (4) – GENERAL AND ADMINISTRATIVE EXPENSE**

Use the G&A rate and base approved by Government audit agency for use in proposals. If no such approval has been given, or if the approval is more than 12 months old, provide data supporting the proposed rates. The data include a breakdown of the items comprising G&A and the base(s) upon which the burden(s) is/are computed.

G&A Rate \_\_\_\_\_ % of Cost Elements Nos. \_\_\_\_\_ Reference\* \_\_\_\_\_

\* *References for any further breakdown, elaboration and/or comment on the elements in this format shall be placed on a separate page.*

**COST ELEMENT (5) – PROFIT OR FEE ( \_\_\_\_\_ %) Reference\* \_\_\_\_\_**

\* *References for any further breakdown, elaboration and/or comment on the elements in this format shall be placed on a separate page.*

**FACILITIES CAPITAL COST OF MONEY**      \$ \_\_\_\_\_ Reference\* \_\_\_\_\_

**NOTE:** If you intend to claim facilities capital cost of money as a cost element of your proposal, you must complete and include Form CASB-CMF in your cost proposal. Form CASB-CMF is not required of offerors who submit the form to support forward pricing rate agreements or who otherwise make annual submissions of the form to NHTSA or a cognizant administrative or auditing office.

## SECTION L - Supplement 2

(Page 1 of 3)

**BUSINESS MANAGEMENT INFORMATION**

Information regarding the following items shall be furnished in sufficient detail to allow a full and complete **business evaluation**. If any of the following questions are not applicable or there is no answer, place AN/A@ after the question.

- (1) What is your fiscal year period? (Give month to month dates.)
- (2) Attach a current organization chart of the company.
- (3) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency?

Yes \_\_\_\_\_

No

If yes, give name, address, and telephone number of the Government agency:

\_\_\_\_\_  
 \_\_\_\_\_

- (4) If the answer to (3) is NO:

1. Submit data supporting the proposed rates, including a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed, and
2. Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your business management proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

- (5) If answer to (3) is NO, what was your work distribution for the last two completed fiscal accounting periods?

	<b><u>FY 05</u></b>	<b><u>FY 06</u></b>
Government cost reimbursement type	\$ _____	\$ _____
Prime contracts and subcontracts:		
Government fixed price prime	\$ _____	\$ _____
Contracts and subcontracts:		
Commercial Sales:	\$ _____	\$ _____
Total Sales:	\$ _____	\$ _____

- (6) Has your system of control of Government property been approved by a Government agency?
- Yes \_\_\_\_\_ No

If yes, give name, location, and telephone number of the Government agency:

\_\_\_\_\_  
 \_\_\_\_\_

SECTION L - Supplement 2

(Page 2 of 3)

(7) Does your firm have an established written incentive compensation or bonus plan?  
Yes \_\_\_\_\_ No

(8) Has your cost estimating system been approved by any Government agency?  
Yes \_\_\_\_\_ No

If yes, give name, location, and telephone number of the Government agency:

\_\_\_\_\_  
\_\_\_\_\_

(9) Has your cost accumulation system been approved by a Government agency?  
Yes \_\_\_\_\_ No

If yes, give name, location, and telephone number of the Government agency:

\_\_\_\_\_  
\_\_\_\_\_

(10) If the answer to No. 8 and/or 9 is NO, describe your accounting system of estimating and accumulating costs under Government contracts. (Check appropriate blocks).

	<u>Estimated Actual Cost</u>	<u>Standard Cost</u>
Estimating System		
Job Order	<input type="checkbox"/>	<input type="checkbox"/>
Process	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>
Accumulating System		
Job Order	<input type="checkbox"/>	<input type="checkbox"/>
Process	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>

## SECTION L - Supplement 2

(Page 3 of 3)

(11) List any Government-furnished property proposed for use in this effort:

Description

Location


---

If this property is accountable to another Government agency's contract, provide the contract number, Government agency name, and the Contracting Officer's name, address and telephone number:

(12) List any contract that was terminated for the convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstance in each instance. (Provide attachment, if necessary.)

The offeror must submit the following documents in hardcopy format: One originally-signed copy of the Standard Form 33; One completed copy (with original signature) of this solicitation's Section K "Representations, Certifications, and other statements of offerors.

All documents must be received at the address identified on this RFP's SF-33 block 7 and 8 by the time and date prescribed. The Offeror is solely responsible for the timely submission of the proposal materials discussed in this RFP.